

CLAYTON UTZ

Deed of Amendment and Restatement (Independent Verifier Deed)

The Hills Motorway Limited
Hills Motorway

Hills Motorway Management Limited
HMML

Roads and Traffic Authority of New South Wales
RTA

Sinclair Knight Merz Pty Limited
Independent Verifier

Clayton Utz
Lawyers
Levels 19-35 No. 1 O'Connell Street Sydney NSW 2000 Australia
PO Box H3 Australia Square Sydney NSW 1215
T +61 2 9353 4000 F +61 2 8220 6700

www.claytonutz.com

Our reference 2652/14606/80081376

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Deed of Amendment dated

25 October

2010

Parties

The Hills Motorway Limited ABN 28 062 329 828 of Level 3, 505 Little Collins Street, Melbourne Victoria 3000 (**Hills Motorway**)

Hills Motorway Management Limited ABN 89 064 687 645 (in its capacity as trustee of the Hills Motorway Trust) of Level 3, 505 Little Collins Street, Melbourne Victoria 3000 (**HMML**)

Roads and Traffic Authority of New South Wales of 101 Miller Street, North Sydney NSW 2060 (**RTA**)

Sinclair Knight Merz Pty Limited (ABN 37 001 024 095) of 100 Christie Street, St Leonards, NSW 2065 (**Independent Verifier**)

Background

- A. The parties entered into the Existing Independent Verifier Deed on 28 May 2010.
- B. The parties now wish to amend the Existing Independent Verifier Deed to:
 - (a) include HMML as a party to the Existing Independent Verifier Deed;
 - (b) amend Schedule 2 to the Existing Independent Verifier Deed; and
 - (c) make certain other consequential amendments to the Existing Independent Verifier Deed.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this deed:

Amended and Restated Independent Verifier Deed means the Existing Independent Verifier Deed, as amended and restated in accordance with this Deed.

Existing Independent Verifier Deed means the deed entitled "Deed of Appointment of Independent Verifier" entered into between Hills Motorway, RTA and the Independent Verifier on 28 May 2010.

1.2 Interpretation

In this deed:

- (a) headings are for convenience only and do not affect interpretation;
- and unless the context indicates a contrary intention:
- (b) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
 - (c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;

- (d) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) **includes** in any form is not a word of limitation; and
- (j) a reference to \$ or **dollar** is to Australian currency.

2. Amendment and Restatement of the Existing Independent Verifier Deed

- (a) With effect from the date of this Deed, the Existing Independent Verifier Deed is amended and restated as set out in Schedule 1.
- (b) The amendment and restatement of the Existing Independent Verifier Deed is authorised and deemed to be in accordance with clause 9.4 of the Existing Independent Verifier Deed.

3. General

3.1 Notices

Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this Deed must be given in the manner provided in the Amended and Restated Independent Verifier Deed.

3.2 Governing law

This Deed is governed by and must be construed according to the law applying in New South Wales.

3.3 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 3.3(a).

3.4 Amendments

This Deed may only be varied by a deed executed by or on behalf of each party.

3.5 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed.
- (b) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.

3.6 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this deed.

3.7 Counterparts

This Deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

3.8 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed.
- (b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this deed.

3.9 Expenses

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this deed.

3.10 Entire agreement

To the extent permitted by law, in relation to its subject matter, this deed:

- (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
- (b) supersedes any prior written or other agreement of the parties.

3.11 Attorneys

Each of the attorneys executing this deed has no notice of the revocation of the power of attorney appointing that attorney.

Executed as a deed.

The Seal of the Roads and Traffic Authority of New South Wales was hereunto affixed by

STEPHEN FRANCES O'GERMAN

being an authorised signatory:



Signature

Signed sealed and delivered for The Hills Motorway Limited, ABN 28 062 329 828 by its attorney:

Handwritten signature of Raymond Golzar in blue ink.

Signature of Attorney

RAYMOND GOLZAR

Name of Attorney

Handwritten signature of Stephen Byrne in blue ink.

Signature of Witness

STEPHEN BYRNE

Name of Witness

Signed sealed and delivered for Hills Motorway Management Limited, ABN 89 064 687 645 in its capacity as trustee of the Hills Motorway Trust by its attorney:

Handwritten signature of Raymond Golzar in blue ink.

Signature of Attorney

RAYMOND GOLZAR

Name of Attorney

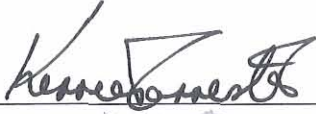
Handwritten signature of Stephen Byrne in blue ink.

Signature of Witness

STEPHEN BYRNE

Name of Witness

Signed sealed and delivered by Sinclair
Knight Merz Pty Limited, ABN 37 001 024
095 in accordance with s. 127 of the *Corporations
Act 2001 (Cth)*:



Signature of ~~Director~~ Company Secretary

KERRIE ANNE FORRESTER

Name of ~~Director~~ Company Secretary



Signature of Director

GUNNINDER SINGH KATARI

Name of Director

Schedule 1 - Amended and Restated Deed of Appointment of Independent Verifier

CLAYTON UTZ

Amended and Restated Deed of Appointment of Independent Verifier

The Hills Motorway Limited

Company

Hills Motorway Management Limited

Trustee

Roads and Traffic Authority of New South Wales

RTA

Sinclair Knight Merz Pty Limited

Independent Verifier

Clayton Utz
Lawyers
Levels 19-35 No. 1 O'Connell Street Sydney NSW 2000 Australia
PO Box H3 Australia Square Sydney NSW 1215
T +61 2 9353 4000 F +61 2 8220 6700

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Amended and Restated Deed of Appointment of Independent Verifier

This Deed made at Sydney on

- Parties**
- The Hills Motorway Limited (ABN 28 062 329 828)** of Level 3, 505 Little Collins Street, Melbourne Victoria 3000 (**Company**) and **Hills Motorway Management Limited (ABN 89 064 687 645)** in its capacity as trustee of the Hills Motorway Trust of Level 3, 505 Little Collins Street, Melbourne Victoria 3000 (**Trustee**) (together and as more particularly described in clause 1.4, **Hills Motorway**)
- Roads and Traffic Authority of New South Wales** of 101 Miller Street, North Sydney, NSW 2060 (**RTA**)
- Sinclair Knight Merz Pty Limited (ABN 37 001 024 095)** of 100 Christie Street, St Leonards, NSW 2065 (**Independent Verifier**)

Recitals

- A. On 12 October 2009, Hills Motorway entered into the In Principle Agreement with RTA in respect of the Project.
- B. The D&C Terms set out the provisions that, as at the date of the In Principle Agreement, the Other Parties intended would govern the design, construction, completion and commissioning of the M2 Upgrade.
- C. On or about 25 October 2010, Hills Motorway entered into the M2 Upgrade Project Deed with RTA in respect of the Project.
- D. The M2 Upgrade Project Deed governs the design, construction, completion and commissioning of the M2 Upgrade.
- E. The Other Parties have engaged the Independent Verifier on the terms and conditions of this Deed to discharge the functions of the Independent Verifier under the In Principle Agreement and, following execution of the M2 Upgrade Project Deed, the M2 Upgrade Project Deed.
- F. The Independent Verifier represents that it is experienced generally in construction and project management and, in particular, in the construction and project management of works similar to the Project Works and offers its expertise in those fields.

This deed provides

1. Definitions and interpretation

1.1 Definitions

In this Deed words and expressions which have a defined meaning in the M2 Upgrade Project Deed have the same meaning in this Deed, except where otherwise expressly defined in this Deed, and:

D&C Terms means Annexure A to Attachment E to the In Principle Agreement.

Fee means the amount payable to the Independent Verifier for the performance of the Services in accordance with the Payment Schedule.

GST, GST law and other terms used in clause 8.3 have the meanings used in the *A New Tax System (Goods and Services Tax) Act 1999* (as amended from time to time) or any replacement

or other relevant legislation and regulations, except **GST law** also includes any applicable rulings. Any reference to GST payable by the Supplier (as defined in clause 8.3) includes any GST payable by the representative member of any GST group of which the Supplier is a member.

In Principle Agreement means the document titled "M2 Upgrade "In Principle" Agreement" dated 12 October 2008 between the Other Parties and its attachments.

IPA Phase Services means all Services related to the development of design (including development of the Concept Design and the Design Documentation) under the In Principle Agreement, including the Services set out in Part A of Schedule 2.

M2 Upgrade Project Deed means the document entitled "M2 Upgrade Project Deed" entered into between the Other Parties and the Minister for Roads on or about 25 October 2010.

Other Parties means the RTA and Hills Motorway.

Payment Schedule means Schedule 3 to this Deed.

Project means:

- (a) prior to the execution of the M2 Upgrade Project Deed, the design, construction, commissioning and completion of the M2 Upgrade as set out in the In Principle Agreement; and
- (b) after the execution of an M2 Upgrade Project Deed, the design, construction, commissioning and completion of the M2 Upgrade as set out in the M2 Upgrade Project Deed.

Project Deed Phase Services means all Services related to the development of the design of the Project Works (including development of the final Design Documentation) and all Services directly related to the verification of the construction of the Project Works and the rectification of Defects under the M2 Upgrade Project Deed, including the Services set out in Part B of Schedule 2.

Project Documents means those agreements described in Schedule 1 to this Deed, the M2 Upgrade Project Deed and any other documents provided to the Independent Verifier by the Other Parties up to and including the date of the M2 Upgrade Project Deed as Project Documents.

Independent Verifier's Representative means the relevant person referred to in clause 3.3(c)(i) or clause 3.3(c)(ii) and any person holding that position in accordance with clause 3.3(b).

Scope means the activities and works as described in Schedule 4 to this Deed.

Services means all services that the Project Documents contemplate will be discharged by the Independent Verifier, including but not limited to the services listed in Schedule 2 to this Deed.

1.2 Interpretation

In this Deed:

- (a) headings are for convenience only and do not affect interpretation;
- and unless the context indicates a contrary intention:

- (b) an obligation or liability assumed by, or a right conferred on, 2 or more parties binds or benefits all of them jointly and each of them severally;
- (c) the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (e) a reference to any document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments) (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Deed, and a reference to this Deed includes any schedule, exhibit or annexure to this Deed;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) the word **includes** in any form is not a word of limitation; and
- (k) a reference to \$ or **dollar** is to Australian currency.

1.3 Governing Law

This Deed is governed by and will be construed according to the laws of New South Wales.

1.4 Hills Motorway

Without limiting clause 1.5:

- (a) a reference to Hills Motorway is, without limiting clause 1.4(b), a reference to:
 - (i) in relation to the Company Road, the Company;
 - (ii) in relation to the Trust Road, the Trustee; and
 - (iii) in relation to the operation, maintenance, repair and tolling of the M2 Motorway, the Company,
- (b) as an example, where clauses 2.1 and 2.2 of the M2 Upgrade Project Deed provide that Hills Motorway must design and construct the Project Works and accepts risks associated with the Project, this means that:
 - (i) the Company must design and construct the Company Road and accept the risks associated with the Company Road;

- (ii) the Trustee must design and construct the Trust Road and accepts the risks associated with the Trust Road; and
 - (iii) the Company guarantees to RTA the performance of the Trustee's obligations in accordance with clause 1.5;
- (c) if, and to the extent that this Deed:
- (i) is silent on;
 - (ii) does not clearly allocate; or
 - (iii) contains any ambiguity in relation to,
- either of:
- (iv) whether an obligation under this Deed is an obligation of the Company or the Trustee; or
 - (v) liability for a particular risk under this Deed,
- then as between the Company and the Trustee, that obligation or liability will be borne by the Company.

1.5 Joint and several liability of Hills Motorway

- (a) The obligations and liabilities of Hills Motorway under this Deed are several and not joint and several and the parties acknowledge and agree that notwithstanding anything else in this Deed, the Trustee is responsible for its own acts and omissions (including breaches of this Deed).
- (b) The Company unconditionally and irrevocably guarantees to RTA the performance by the Trustee of its obligations under this Deed.
- (c) As a covenant separate and distinct from that contained in clause 1.5(b), the Company irrevocably and unconditionally agrees to indemnify RTA and at all times keep RTA indemnified against any loss or damage suffered by RTA arising out of or in connection with any failure by the Trustee to perform its obligations under this Deed.
- (d) The guarantee on the part of the Company in clause 1.5(b) may not be revoked or released until all obligations on the part of the Trustee have been performed in full and will not be taken to be wholly or partially discharged by any matter or thing and will remain in full force until the Trustee has completely performed its obligations under this Deed.
- (e) Neither this Deed nor the obligations of the Company or the Trustee under this Deed will be affected by anything which, but for this clause 1.5, might operate to release, prejudicially affect or discharge them or in any way relieve them from any obligation imposed on either of them under this Deed.

1.6 Trustee's capacity

- (a) The Trustee enters into this Deed in its capacity as trustee of the Trust and in no other capacity. Subject to clause 1.6(f), the parties (other than the Trustee) acknowledge that the Trustee's obligations under this deed are incurred by the Trustee solely in its capacity as trustee of the Trust.

- (b) Subject to clause 1.6(f), the Trustee will be liable to pay or satisfy any obligations under this deed only out of the assets of the Trust out of which the Trustee is entitled to be indemnified in respect of any liability incurred by it as trustee of the Trust.
- (c) Subject to clause 1.6(f), the parties (other than the Trustee) may enforce their rights against the Trustee arising from non-performance of the Trustee's obligations under this deed only to the extent of the Trustee's right of indemnity out of the assets of the Trust.
- (d) Subject to clause 1.6(f), if any party (other than the Trustee) to this deed does not recover all money owing to it arising from non-performance of the Trustee's obligations under this Deed by enforcing the rights referred to in clause 1.6(c), it may not seek to recover the shortfall by:
 - (i) bringing proceedings against the Trustee in its personal capacity; or
 - (ii) applying to have the Trustee wound up or proving in the winding up of the Trustee unless another creditor has initiated proceedings to wind up the Trustee.
- (e) Subject to clause 1.6(f), the parties (other than the Trustee) waive their rights and release the Trustee from any personal liability whatsoever, in respect of any loss or damage:
 - (i) which they may suffer as a result of any:
 - A. breach by the Trustee of its duties under this Deed; and
 - B. non-performance by the Trustee of its obligations under the Project Documents; and
 - (ii) which cannot be paid or satisfied out of the assets of the Trust out of which the Trustee is entitled to be indemnified in respect of any liability incurred by it as trustee of the Trust.
- (f) The limitations in clauses 1.6(a) to 1.6(e) will not apply in the case of fraud, negligence or breach of trust on the part of the Trustee or a failure on the part of the Trustee to perform its duties properly within the meaning of section 601GA(2) of the Corporations Law in each case, in its capacity as trustee of the Trust.
- (g) For the purposes of this clause, Trust means The Hills Motorway Trust constituted under The Hills Motorway Trust Deed, dated 18 August 1994 between Perpetual Trustees Australia Limited (as trustee of the Trust) and Hills Motorway Management Limited as amended or replaced.

2. Appointment of the Independent Verifier

2.1 Appointment

- (a) Each of the Other Parties appoints the Independent Verifier under this Deed to perform:
 - (i) prior to execution of the M2 Upgrade Project Deed and subject to clause 2.4, the IPA Phase Services; and

- (ii) after the execution of the M2 Upgrade Project Deed, the Project Deed Phase Services.
- (b) The Independent Verifier confirms its acceptance of the appointment referred to in clause 2.1(a).

2.2 Payment

Subject to the Independent Verifier performing the Services in accordance with this Deed, Hills Motorway will pay the Independent Verifier, and warrants to the RTA that it will pay the Independent Verifier, the Fee in accordance with the Payment Schedule.

2.3 Nature of Services

The Independent Verifier and the Other Parties acknowledge and agree that the Scope has been included in this Deed for guidance purposes and that the Services and the Independent Verifier's obligations under the Deed are not limited to the Services and obligations ascertainable from the Scope.

2.4 IPA Phase Services

The Independent Verifier undertakes to the Other Parties that it will not perform any IPA Phase Services after 31 August 2010 unless it has first obtained the written authorisation of the Other Parties to the Independent Verifier performing those additional IPA Phase Services after 31 August 2010.

3. Independent Verifier's obligations

3.1 Acknowledgement

The Independent Verifier acknowledges that:

- (a) it has received a copy of the Project Documents listed in Schedule 1 and that it has read, and is familiar with, the terms of each of these documents to the extent they relate to the Services;
- (b) it will promptly read and become familiar with the terms of any Project Documents (to the extent that those terms relate to the Services) that are provided to it by the Other Parties after the date of this Deed; and
- (c) its obligations extend to and include the obligations, functions, duties and services of the "Independent Verifier" and the "Design Verifier" under the Project Documents.

3.2 Further acknowledgements and warranties

The Independent Verifier:

- (a) acknowledges that each of the Other Parties:
 - (i) is relying upon the skill and experience of the Independent Verifier in the performance of its obligations under this Deed; and
 - (ii) may suffer loss if the Independent Verifier does not perform its obligations in accordance with the requirements of this Deed;

- (b) warrants to the Other Parties that, in performing the Services, it will comply with all Law, act honestly, diligently, reasonably and with the degree of professional care, knowledge, experience, skill and care which would be reasonably expected of an experienced professional providing services similar to the Services within the construction industry generally and the construction of major engineering works in particular;
- (c) warrants to the Other Parties that, at all times, it will act within the time requirements for the performance of its obligations under this Deed and will comply with the requirements of the Payment Schedule;
- (d) without limiting clauses 3.2(a) and 3.2(b), acknowledges that the Other Parties are entitled to and will rely on any certificate signed or given by the Independent Verifier under or pursuant to the Project Documents;
- (e) without limiting its obligations under any provision of this Deed, warrants to the Other Parties that:
 - (i) it will carry out and perform the Services, including the Services ascertainable from the Scope; and
 - (ii) it will, as a minimum, carry out and perform the Services so as to satisfy the requirements set out in Schedule 6; and
- (f) will provide transport on site for the use of its site personnel.

3.3 Key Personnel

- (a) The Independent Verifier must provide experienced and skilled personnel to perform its obligations under this Deed.
- (b) The Independent Verifier must ensure that the people referred to in clause 3.3(c):
 - (i) perform the services required of their respective positions;
 - (ii) where the position of a person referred to in clause 3.3(c) is listed in Part C of Schedule 5, satisfy the requirements of their position as set out in Part C of Schedule 5 as a minimum;
 - (iii) are not removed without the prior written consent of the Other Parties (which consent must not be unreasonably withheld or delayed, and will be deemed to have been given in relation to a party if no response has been received from that party within 14 days of the request for removal), and if any of the people are removed, they must be replaced by people of at least equivalent skill and experience; and
 - (iv) are available for consultation as any party may reasonably require from time to time.
- (c) The people required to perform the Services are:
 - (i) Gabriel Tooma as Independent Verifier's Representative for IPA Phase Services;
 - (ii) Gabriel Tooma as Independent Verifier's Representative for the Project Deed Phase Services;
 - (iii) John Curran as Independent Verifier's project director;

- (iv) in relation to the IPA Phase Services, the other persons listed in Part A of Schedule 5; and
 - (v) in relation to the Project Deed Phase Services, the other persons listed in clause 6 of the Payment Schedule.
- (d) In carrying out the Services, the Independent Verifier must do so in a manner which will not prevent, hinder, disrupt, delay or otherwise interfere with any work or services performed by Hills Motorway or its contractors, except where it is the unavoidable consequence of performing the Services.

3.4 Subcontracting

- (a) Subject to clause 3.3, the Independent Verifier may not subcontract the performance of any of the Services without the prior written consent of the Other Parties (which consent must not be unreasonably withheld or delayed, and will be deemed to have been given in relation to a party if no response has been received from that party within 14 days of the request to subcontract).
- (b) The Independent Verifier remains responsible for the performance of the Services in accordance with this Deed, notwithstanding any such subcontracting.

3.5 Quality Assurance

- (a) The Independent Verifier must implement a quality system in accordance with ISO9001, and otherwise in a form reasonably acceptable to the Other Parties to ensure compliance of the Services with the requirements of this Deed.
- (b) The Independent Verifier must prepare and submit to the Other Parties within 10 Business Days of the date of this Deed a "Verification and Monitoring Plan" which gives a detailed description of how the Independent Verifier intends to carry out and perform the Services. The Independent Verifier must:
 - (i) progressively amend, update and develop the Verification and Monitoring Plan throughout the performance of the Services as necessary to reflect the commencement of new stages of the Company's Work and the work carried out by Hills Motorway under the M2 Upgrade Project Deed and any other Project Documents and any changes in the manner of performing the Services;
 - (ii) submit each revision of the Verification and Monitoring Plan to the Other Parties for their review and comment; and
 - (iii) include in the Verification and Monitoring Plan details of the proposed timing for the performance of discrete elements of the Services, including the conducting of audits of Project Plans and any plans prepared by Hills Motorway under the M2 Upgrade Project Deed and any other Project Documents and other aspects of the Company's Work.
- (c) RTA may:
 - (i) review the Verification and Monitoring Plan submitted under clause 3.5(b); and
 - (ii) if the Verification and Monitoring Plan does not comply with this Deed, notify the Independent Verifier of the non-compliance.

- (d) If the Independent Verifier receives a notice under clause 3.5(c), the Independent Verifier must promptly submit an amended Verification and Monitoring Plan to the Other Parties.
- (e) The Other Parties owe no duty to the Independent Verifier to review the Verification and Monitoring Plan for errors, omissions or compliance with this Deed.
- (f) The Independent Verifier will not be relieved of any requirement to perform any obligation under this Deed as a result of:
 - (i) compliance with the quality assurance requirements of this Deed; or
 - (ii) any acts or omissions of the Other Parties with respect to the quality assurance requirements of this Deed, including any review of, comments upon, or notice in respect of, the Verification and Monitoring Plan or any audit under clause 3.6.

3.6 Audit

- (a) The Independent Verifier must:
 - (i) allow any audit of its quality assurance system under this Deed by a third party, at the request of the Other Parties; and
 - (ii) fully co-operate with that third party in respect of the carrying out of the quality assurance audit.
- (b) Without limiting the foregoing, the Independent Verifier must, at all times:
 - (i) give to the third party access to premises occupied by the Independent Verifier where the Services are being undertaken; and
 - (ii) permit the third party to inspect applicable information relevant to the quality assurance audit.

3.7 Verification and Monitoring Plan

The Independent Verifier acknowledges and agrees that:

- (a) an intended purpose of the Verification and Monitoring Plan is to provide a detailed description of how the Independent Verifier intends to perform the Services in accordance with the requirements of this Deed;
- (b) the Independent Verifier must prepare an initial Verification and Monitoring Plan incorporating, as a minimum, the requirements set out in Schedule 7, and must submit the initial Verification and Monitoring Plan to the Other Parties for the Other Parties' approval within 30 days of this Deed;
- (c) the Verification and Monitoring Plan will require ongoing development, amendment and updating by the Independent Verifier throughout the duration of the Project, and must be submitted to and approved by the Other Parties after any such development, amendment or update;
- (d) Schedule 7 sets out the minimum requirements that must be incorporated by the Independent Verifier in each Verification and Monitoring Plan prepared by the Independent Verifier. Any version of the Verification and Monitoring Plan prepared

by the Independent Verifier pursuant to this clause 3.7 must, at the very least, incorporate the minimum requirements set out in Schedule 7; and

- (c) the Independent Verifier must comply with the minimum requirements set out in Schedule 7, and then with each Verification and Monitoring Plan which has been produced by the Independent Verifier and approved by the Other Parties in accordance with this clause 3.7.

4. Independence and Confidentiality

4.1 Independent Verifier to be independent

The Independent Verifier warrants to the Other Parties that in performing the Services, it will:

- (a) act independently of the Other Parties;
- (b) act honestly and reasonably;
- (c) act with the degree of professional care, knowledge, experience, skill and diligence which would be reasonably expected of an experienced professional providing services similar to the Services within the construction industry generally and the construction of major engineering works in particular;
- (d) act within the time prescribed under the Project Documents;
- (e) immediately notify the Other Parties in writing upon becoming aware of the existence or possibility of a conflict of interest; and
- (f) arrive at a reasonable measure of value of work, quantities or time (as applicable).

4.2 Confidentiality

The Independent Verifier must keep confidential details of this Deed and all information and documents provided to, or by, the Independent Verifier relating to the Services and not provide, disclose or use the information or documents except:

- (a) to the Other Parties;
- (b) for the purposes of performing the Services;
- (c) where required by law or to obtain legal advice on this Deed; or
- (d) with the prior written consent of the Other Parties.

This obligation will survive completion of the Services or the termination of this Deed.

5. Obligations of the Other Parties

5.1 No Interference or Influence

- (a) The Other Parties will not interfere with or attempt to improperly influence the Independent Verifier in the performance of any of the Services. The Other Parties acknowledge that any communication allowed by this Deed will not of itself constitute a breach of this clause 5.1(a).

- (b) Clause 5.1(a) will not prevent RTA or Hills Motorway from providing written comments to the Independent Verifier in respect of any aspect of the Company's Work.

5.2 Co-operation by Company

Without limiting or otherwise affecting any of Hills Motorway's obligations under this Deed or the Project Documents, Hills Motorway must:

- (a) co-operate with and provide the Independent Verifier with all information and documents necessary or reasonably required by the Independent Verifier, or otherwise requested by the Independent Verifier or directed by RTA;
- (b) allow the Independent Verifier to attend all design meetings and procure for the Independent Verifier access to such premises as may be reasonably necessary to enable the Independent Verifier to perform the Services or as requested by the Independent Verifier or directed by RTA; and
- (c) ensure that appropriate hold points and witness points are included in the Project Plans and any plans prepared by Hills Motorway under the M2 Upgrade Project Deed and any other Project Documents as required by the Independent Verifier to enable the Independent Verifier to perform the Services.

5.3 RTA to have no liability

Each party acknowledges that RTA is not, nor will be taken to have a liability, or to have assumed or become (on enforcement of any of their powers or otherwise), liable:

- (a) to any party to this Deed by reason of the RTA being a party to this Deed; or
- (b) for the performance of any obligation of Hills Motorway or the Independent Verifier under this Deed or the Project Documents.

5.4 Change to the Services, suspension of Services and appointment of Substitute Verifier

- (a) The Other Parties may, by written notice to the Independent Verifier signed by each of them, direct the Independent Verifier to carry out a change to Services (including an addition or omission) which is within the general scope of this Deed, and the Independent Verifier must comply with that direction.
- (b) The Fee to be paid to the Independent Verifier in relation to a change to Services referred to in clause 5.4(a) will be determined in accordance with the schedule of rates set out in the Payment Schedule. If an amount for the change to Services cannot be determined by reference to the schedule of rates or the change relates to the Project Deed Phase Services, the amount will be a reasonable amount determined by the Other Parties.
- (c) The Other Parties may, by written notice to the Independent Verifier jointly signed by them, direct the Independent Verifier to suspend any or all of the Services for the period of time set out in the notice.
- (d) The Independent Verifier acknowledges that the Other Parties may appoint another verifier (**Substitute Verifier**) to carry out those Services which are omitted as referred to in clause 5.4(a), and any decision of a Substitute Verifier so appointed shall be treated (between the Other Parties but not as between the Other Parties and the Independent Verifier) as if it is a decision of the Independent Verifier, and shall

have all the rights and powers of the Independent Verifier under the Project Documents in connection with those Services.

- (e) Notwithstanding a change to the Services or the appointment of a Substitute Verifier, the Independent Verifier must continue to perform its Services, as varied in accordance with this clause, in accordance with this Deed. Without prejudice to any claim in respect of the performance of the Independent Verifier, the Independent Verifier is not responsible for the performance of the Substitute Verifier.

5.5 All Parties meeting

- (a) If either of the Other Parties is of the opinion that the Independent Verifier is not performing its duties in accordance with this Deed, that party may call a meeting of all of the parties' duly authorised representatives who must attend within 2 Business Days (or such other period as requested by that party) to decide on appropriate action to resolve the issue.
- (b) Without limiting the scope of the parties' decision, they will consider at such a meeting whether to resolve the issue referred to in paragraph (a) by:
 - (i) requesting that the Independent Verifier comply with this Deed;
 - (ii) changing the Services of the Independent Verifier in accordance with clause 5.4(a) and appointing a Substitute Verifier in connection with those Services;
 - (iii) suspending the Services of the Independent Verifier in accordance with clause 5.4(c); or
 - (iv) terminating the appointment of the Independent Verifier in accordance with clause 7.1.

6. Liability, insurance and indemnity

6.1 Limitation of liability

Subject to clause 6.2, the Independent Verifier's liability under this Deed, from all claims howsoever arising (including negligence and breach of statutory duty) will be limited in aggregate to \$

6.2 Exclusions

The limitation of liability in clause 6.1 does not apply to any claims arising out of or in connection with any of the following on the part of the Independent Verifier or anyone for whom it is responsible:

- (a) fraud;
- (b) wilful misconduct being any conduct, act or omission done or to be done which results from conscious or intentional indifference to any provision of this Deed or the rights or welfare of those who are or may be affected by that conduct, act or omission; or
- (c) gross negligence (being an act or omission done or omitted to be done with reckless disregard for the consequences of the act or omission) of the Independent Verifier.

6.3 Insurances

The Independent Verifier must from the date of this Deed hold and maintain:

- (a) professional indemnity insurance with:
 - (i) a limit of indemnity of not less than \$20 million for any single claim in respect of legal liability (including, without limitation, in connection with property damage, personal injury or death) arising from a breach of professional duty, whether owed in contract or otherwise, by reason of any negligent act, error or omission by the Independent Verifier or its employees, agents or consultants; and
 - (ii) a deductible of not more than \$500,000;
- (b) workers compensation insurance in accordance with the requirements of Law;
- (c) public liability insurance:
 - (i) endorsed to include the Other Parties as named insureds but only to the extent necessary to provide coverage under the policy to the Other Parties in respect of any liability the Other Parties may incur arising out of the acts or omissions of the Independent Verifier;
 - (ii) covering, without limitation, the Independent Verifier's liability under clause 6.8; and
 - (iii) with a limit of indemnity of not less than \$20 million; and
- (d) such other insurance as may reasonably be required by the Other Parties.

6.4 Notice of matter affecting insurance

The Independent Verifier must notify the Other Parties 30 days in advance of any event which could affect its insurance cover or if any policy is cancelled, avoided or allowed to lapse.

6.5 Provision of information

The Independent Verifier must provide to the Other Parties:

- (a) certified copies of the insurance policies apart from the professional indemnity insurance; and
- (b) certificates of currency, with respect to the insurances effected and maintained by the Independent Verifier for the purposes of this clause 6 at any time and from time to time on request by any party and prior to the renewal of each policy.

6.6 Periods for insurance

The Independent Verifier must keep:

- (a) the professional indemnity insurance current until the Date of Final Completion or the date of termination of this Deed, whichever is earlier;
- (b) the workers compensation insurance current until it ceases to perform the Services;
- (c) the public liability insurance current until it ceases to perform the Services; and

- (d) any other insurances current for such time as may reasonably be required by the Other Parties.

6.7 Obligations unaffected by insurance

The requirement to effect and maintain insurance in this clause 6 does not limit the liability or other obligations of the Independent Verifier under this Deed.

6.8 Indemnity

- (a) Subject to clause 6.1, the Independent Verifier is liable for and indemnifies each Other Party against any liability, loss, claim, expense or damage which they may pay, suffer or incur in respect of:
 - (i) any damage to or loss of property; or
 - (ii) death of or injury to any person,insofar as the liability, loss, claim, expense or damage arises out of the negligent act, error or omission of the Independent Verifier, its employees, agents or consultants.
- (b) Subject to clause 6.1, the Independent Verifier is liable for and must indemnify each of the Other Parties against any Claim or Loss which they may pay, suffer or incur in respect of any breach of this Deed by, or negligence of, the Independent Verifier (including any Claim or Loss any of those parties may have against another party arising from such breach).

7. Termination of appointment

7.1 Notice of termination

The Other Parties may jointly terminate the appointment of the Independent Verifier under this Deed by notice in writing served on the Independent Verifier if:

- (a) *not used*;
- (b) the Independent Verifier is in breach of this Deed and the breach is not remediable in the reasonable opinion of the Other Parties;
- (c) the Independent Verifier is in breach of this Deed and the breach, being remediable in the reasonable opinion of the Other Parties, has not been remedied within 7 days of the service by the Other Parties of a notice specifying the breach and requiring the breach to be remedied;
- (d) an Insolvency Event occurs in relation to the Independent Verifier; or
- (e) the Other Parties in their absolute discretion for any reason whatsoever serve on the Independent Verifier a notice of termination of the appointment of the Independent Verifier in respect of the Services, on a date specified in the notice, being not less than 21 days after the date of issue of the notice.

7.2 Prior agreement on replacement

Prior to serving a notice under clauses 7.1(b), (c), (d) or (e), the Other Parties must have agreed upon another person to act as a replacement for the Independent Verifier.

7.3 Termination

The appointment of the Independent Verifier will terminate upon the earlier of:

- (a) the date specified in the notice issued under clause 7.1; or
- (b) where this Deed is terminated under clauses 7.1(b), (c), (d) or (e), the appointment of a replacement for the Independent Verifier.

7.4 Delivery of documents

- (a) Subject to clause 7.4(b), upon the date of termination of the appointment of the Independent Verifier, the Independent Verifier:
 - (i) must deliver up to the Other Parties or to such other person as the Other Parties may direct, all books, records, drawings, specifications and other documents in the possession, custody or control of the Independent Verifier relating to the Services; and
 - (ii) acknowledges that the Other Parties have the right to use all such documents for the purposes of the Project Documents and the Project.
- (b) Subject to clause 4.2, the Independent Verifier may retain one copy of each of the documents in its possession on the date referred to in clause 7.4(a) for archival purposes.

7.5 Reasonable assistance

Where the Other Parties give a notice under clause 7.1(b), (c), (d) or (e) of termination of the appointment of the Independent Verifier, the Independent Verifier must provide full assistance to the Other Parties and any replacement for the Independent Verifier appointed in order to enable such replacement to be in a position to perform the Services with effect from the appointment of such replacement.

7.6 Payment until date of termination

Where the appointment of the Independent Verifier is terminated under clause 7.1, the Independent Verifier is only entitled to be paid by Hills Motorway the proportion of the Fee for Services performed up to the date of the termination.

7.7 Termination without payment

Termination of the appointment of the Independent Verifier will be without prejudice to any claim which one or both of the Other Parties may have in respect of any breach of the terms of this Deed which occurred prior to the date of termination.

7.8 Survive termination

This clause 7 will survive the termination of this Deed by the Other Parties under clause 7.1.

7.9 Rights upon Termination

If the appointment of the Independent Verifier is terminated pursuant to clauses 7.1(b) to 7.1(d), the parties' remedies, rights and liabilities shall be the same as they would have been under the Law governing the Deed had the Independent Verifier repudiated the Deed and the Other Parties elected to treat the Deed as at an end and recover damages.

8. Expenses, Stamp Duty and GST

8.1 Expenses

Except as otherwise provided in this Deed, each party will pay its own costs and expenses in connection with the negotiation, preparation, execution, and performance of this Deed.

8.2 Stamp Duties

- (a) Hills Motorway must:
 - (i) pay all stamp duties (apart from financial institutions duties or bank account debit taxes which will lie between the parties as they fall) and any related fines and penalties in respect of this Deed, the performance of this Deed and each transaction effected by or made under or pursuant to this Deed; and
 - (ii) indemnify each other party against any liability arising from failure to comply with clause 8.2(a)(i).
- (b) Hills Motorway is authorised to make any application for and retain the proceeds of any refund due in respect of any stamp duty paid under this clause.

8.3 GST

- (a) Notwithstanding any other provision of this Deed, any amount payable for a supply made under this Deed which is calculated by reference to a cost, expense or other amount paid or incurred by a Party will be reduced by an amount equal to any input tax credits to which that party is entitled to in respect of that cost, expense or other amount.
- (b) If GST becomes payable on any supply made by a party (**Supplier**) under or in connection with this Deed:
 - (i) any amount payable or consideration to be provided under this Deed for that supply (**Agreed Amount**) is exclusive of GST;
 - (ii) an additional amount will be payable by the party to whom that supply is made (**Recipient**), equal to the amount of GST payable on that supply as calculated by the Supplier in accordance with the GST law and payable at the same time and in the same manner as for the Agreed Amount; and
 - (iii) the Supplier will provide a tax invoice (or equivalent documentation which complies with the GST law) to the Recipient in respect of that supply, no later than the time at which the Agreed Amount for that supply is to be provided under this Deed.
- (c) If, for any reason, the GST payable by the Supplier in respect of a supply it makes under this Deed (incorporating any increasing adjustments or decreasing adjustments relating to that supply) varies from the additional amount it receives from the Recipient under sub-clause (b) in respect of that supply, the Supplier will provide a refund or credit to or will be entitled to receive the amount of this variation from the Recipient (as appropriate). The payment of the variation amount by the Supplier or the Recipient under this clause (as the case may be) must be paid within 14 days of that party becoming aware of the variation in the amount of GST payable. Where an adjustment event occurs in relation to a supply, the Supplier

will issue an adjustment note to the Recipient in respect of that supply within 14 days after becoming aware of that adjustment event occurring.

- (d) If the Recipient is dissatisfied with any calculation to be made by the Supplier under this clause, the Recipient may, at its own expense and after notifying the Supplier accordingly, refer the matter to an independent expert nominated by the President of the Institute of Chartered Accountants for expert determination, which will be final and binding on all parties. The expert will act as an expert and not as an arbitrator and will take into account the terms of this Deed, the matters required to be taken into account by the Supplier under this clause and any other matter considered by the expert to be relevant to the determination.

9. Miscellaneous

9.1 Further acts

Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this Deed.

9.2 Notices

Any communication under or in connection with this Deed:

- (a) must be in writing;
- (b) must be addressed as shown below:

Name: Roads and Traffic Authority of New South Wales

Address: Level 17,
101 Miller Street
North Sydney NSW 2060

Fax no: (02) 8588 4871

For the attention of: Director, Major Infrastructure

Name: RTA's Representative

Address: Level 17
101 Miller Street
North Sydney NSW 2059

Fax no: (02) 8588 4171

For the attention of: Greg Butler

Name: The Company and the Trustee

Address: c/- the Company
Level 3
505 Little Collins Street
Melbourne Victoria 3000

Fax no: (03) 9649 7380

For the attention of: Greg Jacques

Name: Sinclair Knight Merz

Address: 100 Christie Street
PO Box 164
St Leonards NSW 1590

Fax no: (02) 9928 2500

For the attention of: Gabriel Tooma

(or as otherwise notified by that party to the other party from time to time);

- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with clause 9.2(b); and
- (e) will be deemed to be received by the addressee:
 - (i) (in the case of prepaid post) on the third Business Day after the date of posting to an address within Australia, and on the fifth Business Day after the date of posting to an address outside Australia;
 - (ii) (in the case of fax) at the local time (in the place of receipt of that fax) which then equates to the time at which that fax is sent as shown on the transmission report which is produced by the machine from which that fax is sent and which confirms transmission of that fax in its entirety, unless that local time is a non Business Day, or is after 5.00pm on a Business Day, when that communication will be deemed to be received at 9.00am on the next Business Day; and
- (f) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 9.2(b), unless that delivery is made on a non Business Day, or after 5.00pm on a Business Day, when that communication will be deemed to be received at 9.00am on the next Business Day.

9.3 Jurisdiction

- (a) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Deed.

- (b) Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 9.3(a).

9.4 Amendments

This Deed may only be varied by a document signed by or on behalf of each of the parties.

9.5 Assignment

No party to this Deed may assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of each other party to this Deed.

9.6 Waiver

- (a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this Deed by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Deed.
- (b) Any waiver or consent given by any party under this Deed will only be effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of any term of this Deed will operate as a waiver of any breach of that term or of a breach of any other term of this Deed.

9.7 Consents

Any consent or approval referred to in, or required under, this Deed from any party may be given or withheld, or may be given subject to any conditions as that party (in its absolute discretion) thinks fit, unless this Deed expressly provides otherwise.

9.8 Counterparts

This Deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart.

9.9 Indemnities

Each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Deed.

It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this Deed.

9.10 Entire agreement

To the extent permitted by law, in relation to the subject matter of this Deed, this Deed:

- (a) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
- (b) supersedes any prior agreement (whether or not in writing) between the parties.

9.11 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Deed, except for representations or inducements expressly set out in this Deed.
- (b) Each party acknowledges and confirms that it does not enter into this Deed in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this Deed.

9.12 Relationship of the parties

- (a) The relationship between and among the parties to this Deed will not be that of partners or joint venturers and nothing herein contained will be deemed to constitute a partnership or joint venture among them and no party will have authority or power to act unilaterally as agent for the other.
- (b) It is understood that the Independent Verifier is acting as an independent company for the Other Parties and therefore, the Independent Verifier is not authorised to enter into any binding obligations on behalf of either or both of the Other Parties.

9.13 Replacement Body Interpretation

If an authority or body referred to in this Deed:

- (a) is reconstituted, renamed or replaced or if its powers or functions are transferred to another organisation; or
- (b) ceases to exist,

this Deed is deemed to refer to that organisation which serves substantially the same purpose or object as the former authority or body.

9.14 Severance

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Deed.

9.15 Moratorium Legislation

To the fullest extent permitted by Law, the provisions of all Laws which at any time operate directly or indirectly to lessen or affect in favour of a party any obligation under this Deed, or to delay or otherwise prevent or prejudicially affect the exercise by a party of any right, power or remedy under this Deed or otherwise, are expressly waived.

Schedule 1 - Project Documents provided to the Independent Verifier at the date of this Deed

	Contract Name	Contract Date
1	In Principle Agreement	12 October 2009
2	Attachment A to the In Principle Agreement ("M2 Upgrade Project - Outline Scope of Works")	12 October 2009
3	Attachment B to the In Principle Agreement ("Draft Scope of Works and Technical Criteria")	12 October 2009
4	Attachment D to the In Principle Agreement ("Negotiation and Governance Protocol and Procurement Process Flowchart")	12 October 2009
5	Attachment E to the In Principle Agreement ("Risk Allocation") and the D&C Terms	12 October 2009
6	M2 Upgrade Project Deed	on or about 25 October 2010

Schedule 2 - Independent Verifier Services

The Independent Verifier must discharge the functions, obligations, duties and services which the Project Documents contemplate will be discharged by the Independent Verifier, including the following:

Part A: IPA Phase Services

A. Services to be performed under the In Principle Agreement

Clause 4.3 - verify that Hills Motorway's initial design complies with the requirements of the In Principle Agreement and Attachment A and Attachment B to the In Principle Agreement (including all appendices to Attachment A and Attachment B), issue all certificates that the In Principle Agreement and the Initial Design Plan and discharge all functions of the Design Verifier under the In Principle Agreement, this Deed and the Initial Design Plan.

The Independent Verifier is also required to, where appropriate, attend regular design meetings with design staff and special design coordination meetings held with Hills Motorway's representative and RTA's representatives to discuss critical design issues, non conformances or design departures identified during the course of detailed design development.

B. Services to be performed under the D&C Terms

Relevant clauses from the D&C Terms:

Clause 5.1(c) - receive the certificates required by the Certification Schedule;

Clause 5.2(a) - independently verify that the Project Works and the Temporary Works comply with the D&C Terms and make determinations on matters that the D&C Terms expressly requires are determined by the Independent Verifier;

Clause 5.2(b) - act independently of Hills Motorway, RTA, the Contractor, the Operator and any Subcontractors;

Clause 5.2(c) - receive information and documents from Hills Motorway and attend design meetings and access such premises as may be necessary or reasonably required to perform the Independent Verifier's obligations under this Deed;

Clause 5.2(d) - provide the certificates required by the Certification Schedule and address any matters required by RTA in the certificates;

Clause 5.3(a)(ii) - observe, monitor, audit and test all aspects of the quality of the Company's Work and the durability of the Project Works to ensure compliance with the D&C Terms;

Clause 5.3(a)(iii) - review and assess the quality of the Company's Work and the durability of the Project Works to verify Hills Motorway's compliance with the D&C Terms;

Clause 5.3(b)(ii) - receive reports from the Quality Manager as to quality issues;

Clause 5.4(c) - receive documents relating to quality non-conformances from Hills Motorway;

Clause 5.5(b) - attend audits of the Quality Plan, Environmental Management Plans and Occupational Health, Safety and Rehabilitation Management Plan;

Clause 5.5(c) - receive copies of any audit reports from Hills Motorway;

- Clause 7.4(a)** - attend meetings of the design team;
- Clause 7.10(a)** - receive copies of the subsidiary programs for all design and construction activities (including procurement of goods and materials) from Hills Motorway;
- Clause 7.10(c)** - receive copies of the Overall D&C Program and all Subsidiary D&C Programs from Hills Motorway;
- Clause 7.11(c)** - receive copies of each Project Plan from Hills Motorway;
- Clause 7.11(f)** - receive copies of amended Project Plans from Hills Motorway;
- Clause 7.11(i)** - receive copies of amended Project Plans from Hills Motorway;
- Clause 7.11(j)** - receive copies of amended Project Plans from Hills Motorway;
- Clause 8.2(a)** - comment on and monitor the development of the design by Hills Motorway;
- Clause 8.2(c)** - verify the Design Documentation for each discrete design element of the Project Works and the Temporary Works as being appropriate for construction and compliant with the In Principle Agreement;
- Clause 8.2(d)** - verify the Design Documentation and address any comments made by RTA's Representative in the verification;
- Clause 10.1(a)** - verify the Design Documentation;
- Clause 10.3(c)** - determine any disputes referred to it in respect of claims by RTA's Representative that the Project Works or the Temporary Works have not been constructed in accordance with the requirements of the D&C Terms;
- Clause 10.8(f)** - determine any early termination amounts payable to Subcontractors following termination of the D&C Terms;
- Clause 10.11** - receive as constructed documentation, Construction Completion reports and pavement reports;
- Clause 12.1(a)** - receive notice of the estimated Dates of Construction Completion and the estimated Date of Final Completion;
- Clause 12.1(b)** - inspect the Company's Works within 7 days of receipt of a notice issued under clause 12.1(a) with RTA's Representative and the Company's Representative;
- Clause 12.1(c)** - receive a certificate from Hills Motorway stating that Hills Motorway considers that Construction Completion or Final Completion has been achieved;
- Clause 12.1(d)** - determine whether Construction Completion or Final Completion has occurred and issue either a Certificate of Construction Completion or a Certificate of Final Completion or a notice to Hills Motorway and RTA's Representative of the work remaining to be performed to achieve Construction Completion or Final Completion, or issue a notice to Hills Motorway and RTA's Representative stating that the Project Works or Temporary Works are so far from Construction Completion or Final Completion that it is not practicable to form an opinion of the works remaining to be performed;
- Clause 12.1(f)** - receive notice from Hills Motorway that the work specified in the notice issued under clause 12.1(d) has been completed;

Clause 12.2 - determine whether Construction Completion or Final Completion have been achieved and issue a Certificate of Construction Completion or a Certificate of Final Completion if Construction Completion or Final Completion have been achieved;

Clause 13.2(c) - determine any disputes referred to it in respect of claims by RTA's Representative that there is a Defect in the Project Works;

Clause 13.5 - receive a copy of any notices from Authorities in respect of completion of Local Road Works;

Clause 13.6 - receive a copy of any notices from Authorities in respect of completion of Service Works;

Clause 13.7 - receive a copy of a certificate from Hills Motorway in respect of completion of Property Works;

Clause 15 - receive a copy of the Maintenance Manual from Hills Motorway and determine any disputes between the Other Parties in respect of the Maintenance Manual; and

Schedule 3 - determine whether the Completion Pre-Conditions have been satisfied, including determining whether any minor Defects exist in the Project Works or the Temporary Works that Hills Motorway has reasonable grounds for not promptly rectifying.

C. General Services to be performed by the Independent Verifier

- (a) otherwise discharge the role, functions, obligations, duties and services of the Independent Verifier or the Design Verifier under the Project Documents, including those identified in Attachment B to the In Principle Agreement;
- (b) become familiar with the role, functions, obligations, duties and services (express or implied) under the Project Documents of the "Independent Verifier" or "Design Verifier" and review information made available to the Independent Verifier by the Other Parties in order to become fully acquainted with the Project;
- (c) attend meetings and report as required from time to time by the Other Parties;
- (d) carry out any additional services in relation to the Project as jointly directed in writing by the Other Parties;
- (e) undertake, as a minimum, the surveillance listed in Schedule 6; and
- (f) verify that milestones claimed in progress claims comply with the requirements of the M2 Upgrade Project Deed.

Part B: Project Deed Phase Services

A. Services to be performed under the M2 Upgrade Project Deed

Relevant clauses of the M2 Upgrade Project Deed:

Clause 9.4(a) - provide verification, determination or certification in accordance with the M2 Upgrade Project Deed where required during the exercise of RTA's Default Step-In Rights;

Clause 9.5(g) - issue a written notice where the only work remaining to be completed to achieve Construction Completion is the work set out in clause 9.5(g); and

Clause 9.5A(b) - provide advice to RTA and Hills Motorway where required that Construction Completion of Stage 3 will occur within a period of 12 months or less.

Relevant clauses of Annexure A to the M2 Upgrade Project Deed:

"Construction Completion" - determine whether minor Defects exist in the Project Works comprising a Stage that Hills Motorway has reasonable grounds for not promptly rectifying;

Clause 3.1(c) - receive the certificates required by the Certification Schedule;

Clause 3.2(a) - independently verify that the Project Works and the Temporary Works comply with the requirements of the M2 Upgrade Project Deed and make determinations on matters that the M2 Upgrade Project Deed expressly requires be determined by the Independent Verifier;

Clause 3.2(b) - act independently of Hills Motorway, RTA, the Contractor and any Subcontractors;

Clause 3.2(d) - receive information and documents from Hills Motorway and attend design meetings and access such premises as may be necessary or reasonably required to perform the Independent Verifier's obligations under this Deed;

Clause 3.2(e) - provide the certificates required by the Certification Schedule and address any matters required by RTA in those certificates;

Clause 3.3(a)(ii) - observe, monitor, audit and test all aspects of the quality of Hills Motorway's Work and the durability of the Project Works to ensure compliance with the M2 Upgrade Project Deed;

Clause 3.3(a)(iii) - review and assess the quality of Hills Motorway's Work and the durability of the Project Works to verify Hills Motorway's compliance with the M2 Upgrade Project Deed;

Clause 3.3(b)(ii) - receive reports from the Quality Manager as to quality issues;

Clause 3.4(c) - receive documents relating to quality non-conformances from Hills Motorway;

Clause 3.5(b) - attend audits of the Quality Plan, Environmental Management Plans and Occupational Health, Safety and Rehabilitation Management Plan;

Clause 3.5(c) - receive copies of any audit reports from Hills Motorway;

Clause 5.4(a) - attend meetings of the design team;

Clause 5.11(a) - receive copies of the subsidiary programs for all design and construction activities (including procurement of goods and materials) from Hills Motorway;

Clause 5.11(c) - receive copies of the Overall D&C Program, the Subsidiary D&C Program and the reports prepared in accordance with section 24.1.1 of the Company Documentation Schedule from Hills Motorway;

Clause 5.12(c) - receive copies of each Project Plan from Hills Motorway;

Clause 5.12(f) - receive copies of amended Project Plans from Hills Motorway;

Clause 5.12(i) - receive copies of amended Project Plans from Hills Motorway;

Clause 5.12(j) - receive copies of amended Project Plans from Hills Motorway;

Clause 6.2(a) - comment on and monitor the development of the design by Hills Motorway;

Clause 6.2(c) - verify the Design Documentation for each discrete design element of the Project Works and the Temporary Works as being appropriate for construction and compliant with the M2 Upgrade Project Deed (including the Scope of Works and Technical Criteria) in accordance with the Company Documentation Schedule;

Clause 6.2(d) - verify the Design Documentation and address any comments made by RTA's Representative in the verification;

Clause 8.1(a) - verify the Design Documentation and address any comments made by RTA's Representative in the verification;

Clause 8.3(c) - determine any disputes referred to it in respect of claims by RTA's Representative that the Project Works or the Temporary Works have not been constructed in accordance with the requirements of the M2 Upgrade Project Deed. The parties must be notified of the determination within 5 Business Days;

Clause 8.8(f) - determine any early termination amounts payable to Subcontractors following termination of the M2 Upgrade Project Deed;

Clause 8.11 - receive as constructed documentation, Construction Completion reports and pavement reports;

Clause 10.1(a) - receive notice of the estimated Dates of Construction Completion and the estimated Date of Final Completion;

Clause 10.1(b) - inspect the Company's Works within 7 days of receipt of a notice issued under clause 10.1(a) with RTA's Representative and Hills Motorway's Representative;

Clause 10.1(c) - receive a certificate from Hills Motorway stating that Hills Motorway considers that Construction Completion or Final Completion has been achieved;

Clause 10.1(d) - determine whether Construction Completion or Final Completion has occurred and issue either a Certificate of Construction Completion or a Certificate of Final Completion or a notice to Hills Motorway and RTA's Representative of the work remaining to be performed to achieve Construction Completion or Final Completion, or issue a notice to Hills Motorway and RTA's Representative stating that the Project Works or Temporary Works are so far from Construction Completion or Final Completion that it is not practicable to form an opinion of the works remaining to be performed;

Clause 10.1(f) - receive notice from Hills Motorway that the work specified in the notice issued by the Independent Verifier under clause 10.1(d)(i)B has been completed;

Clause 10.2 - determine whether Construction Completion or Final Completion have been achieved and issue a Certificate of Construction Completion or a Certificate of Final Completion if Construction Completion or Final Completion have been achieved and the date on which Construction Completion or Final Completion occurred;

Clause 11.2(c) - determine any disputes referred to it in respect of claims by RTA's Representative that there is a Defect in the Project Works and notify the parties of the determination in writing within 5 Business Days;

Clause 11.5 - receive a copy of any notices from Authorities in respect of completion of Local Road Works;

Clause 11.6 - receive a copy of any notices from Authorities in respect of completion of Service Works;

Clause 11.7 - receive a copy of a certificate or signed statement from Hills Motorway in respect of completion of Property Works;

Clause 13 - receive a copy of the Maintenance Manual and amended Maintenance Manual from Hills Motorway; and

Schedule 3 - determine whether any minor Defects exist in the Project Works or the Temporary Works that Hills Motorway has reasonable grounds for not promptly rectifying.

B. General Services to be performed by the Independent Verifier

- (a) where appropriate, attend regular design meetings with design staff and special design coordination meetings held with Hills Motorway's Representative and RTA's Representatives to discuss critical design issues, non conformances or design departures identified during the course of detailed design development;
- (b) otherwise discharge the role, functions, obligations, duties and services of the "Independent Verifier" or the "Design Verifier" under the M2 Upgrade Project Deed (including its Schedules, Annexures and Exhibits) and the Project Documents, including those identified in the Scope of Works and Technical Criteria;
- (c) become familiar with the role, functions, obligations, duties and services (express or implied) under the Project Documents of the "Independent Verifier" or "Design Verifier" and review information made available to the Independent Verifier by the Other Parties in order to become fully acquainted with the Project;
- (d) attend meetings and report as required from time to time by the Other Parties;
- (e) carry out any additional services in relation to the Project as jointly directed in writing by the Other Parties;
- (f) undertake, as a minimum, the surveillance listed in Schedule 6; and
- (g) verify that milestones claimed in progress claims comply with the requirements of the M2 Upgrade Project Deed.

Schedule 3 - Payment Schedule

1. Payment claim

At the end of each month or quarter (as applicable) after the date of:

- (a) in respect of the IPA Phase Services, this Deed; and
- (b) in respect of the Project Deed Phase Services, the M2 Upgrade Project Deed,

the Independent Verifier must submit to Hills Motorway an account for payment on account of the Fee:

- (c) setting out the value of the Services performed in accordance with this Deed during the relevant month or quarter;
- (d) calculated in accordance with this Payment Schedule; and
- (e) in such form and with such details and supporting documentation as Hills Motorway may reasonably require.

2. Payment

Subject to clause 6 of this Payment Schedule, Hills Motorway must, within 30 days after receipt of the account for the month or quarter (as applicable), pay the Independent Verifier the Fee attributable to the Services performed during the month or quarter.

3. Notification of disputed amounts

Hills Motorway must pay the Independent Verifier any amount included in the account which it does not dispute. If Hills Motorway disagrees with an amount included in the account, Hills Motorway must notify the Independent Verifier in writing of the reasons for any amount which is disputed.

4. The Fee

- (a) The Fee consists of the following components:
 - (i) a lump sum of \$461,000 exclusive of GST for the IPA Phase Services; and
 - (ii) a lump sum of \$5,054,000 exclusive of GST for the Project Deed Phase Services.
- (b) The Independent Verifier should assume that:
 - (i) the IPA Phase Services will commence on the date of this Deed and finish on 31 August 2010; and
 - (ii) the Project Deed Phase Services will commence on the date of the M2 Upgrade Project Deed and finish on completion of the Project.

- (c) If IPA Phase Services are provided after 31 August 2010 in accordance with clause 2.4 of this Deed, the Independent Verifier will be reimbursed for such additional IPA Phase Services in accordance with the schedule of rates for IPA Phase Services set out in clause 5 of Schedule 3 to this Deed, subject to the total Fee for both the IPA Phase Services and the Project Deed Phase Services (including any additional work due to project delay) not exceeding an amount of \$5,515,000.
- (d) The Independent Verifier acknowledges that it has allowed in the lump sum amounts referred to in clause 4(a) and (b) above for the provision of all labour, materials, work, vehicles, telecommunications, disbursements and other costs necessary for and arising out of or in connection with the Services, whether or not expressly mentioned in this Deed or the Project Documents.

5. Lump Sum Breakdown

IPA Phase Services

Role	Nominated Personnel	Performance Time (Days)	Daily Rate (\$ excl GST)	Total (\$ excl GST)
Independent Verifier's Project Director				
Independent Verifiers				
Design Verification Manager				
Road Alignment Review				
Flooding Review				
Drainage Review				
Structures Review				
Noise Wall Review				
Geotechnical Review				
RF, Line Marking & Signage				
Tunnelling Review				
Pavement				
Mechanical/Electrical				
Hydraulics				
Street Lighting Review				

UD & LS Review				
Traffic Signals				
ITS				
Traffic Management				
Document Controller				
Disbursements				
TOTAL EXCL GST				\$461,000

Project Deed Phase Services

Role	Nominated Personnel	Performance Time (Days)	Daily Rate (\$ excl GST)	Total (\$ excl GST)
Independent Verifier's Project Director				
Independent Verifier's Representative				
Senior Site Engineer				
Surveillance Engineer (SE) - Roads/Drainage/Pavement				
SE - Structures/Utilities				
SE - Structures				
SE - Quality Assurance				
SE - Safety				
SE - ITS				
SE - Mechanical/Electrical				
SE - Tunnelling				
SE - Lighting				
SE - Geotech				
SE - Environmental				

SE - Traffic				
Design Verification Manager				
Document Controller				
Road Alignment Review				
Drainage Review				
Structures Review				
Noise Wall Review				
Geotechnical Review				
RF, Line Marking & Signage Review				
Tunnelling Review				
Pavement				
Street Lighting Review				
UD & LS Review				
Traffic Signals				
Mechanical/Electrical Review				
Hydraulics	D Creasey			
ITS	T Stasser			
Traffic Management	David Lowe			
Various Design reviews	Various			
Disbursements				
TOTAL EXCL GST				\$5,054,000

These rates contain allowances for the provision of all labour, materials, work, disbursements (other than as described in and payable under clause 6 of this Payment Schedule) and other costs necessary for and arising out of or in connection with the Services for which the Independent Verifier is to be paid on a schedule of rates basis under this Deed.

6. Disbursements

The Independent Verifier acknowledges that the lump sum component of the Fee include provision for all disbursements associated with the Independent Verifier's performance of the Services.

7. Monthly and quarterly payment schedule

The Independent Verifier is not entitled to payment or to make a claim for payment to the extent that the Services have not been carried out for the month or quarter (as applicable) in question. Subject to clauses 1 and 2 of this Payment Schedule, the indicative monthly or quarterly payment to be made (excluding disbursements) is set out in the following tables:

IPA Phase Services

Month after date of this Deed	Payment (\$ excluding GST)
Mar 10 - 1	
Apr 10 - 2	
May 10 - 3	
Jun 10 - 4	
Jul 10 - 5	
Aug 10 - 6	
Total	\$461,000

Project Deed Phase Services

Month after date of the M2 Upgrade Project Deed	Payment for Design Review (\$ excl GST)	Payment for Construction Verification (\$ excl GST)	Payment (\$ excl GST)
Sep 10 - 1			
Oct 10 - 2			
Nov 10 - 3			
Dec 10 - 4			
Jan 11 - 5			
Feb 11 - 6			
Mar 11 - 7			

Apr 11 - 8			
May 11 - 9			
Jun 11 - 10			
Jul 11 - 11			
Aug 11 - 12			
Sep 11 - 13			
Oct 11 - 14			
Nov 11 - 15			
Dec 11 - 16			
Jan 12 - 17			
Feb 12 - 18			
Mar 12 - 19			
Apr 12 - 20			
May 12 - 21			
Jun 12 - 22			
Jul 12 - 23			
Aug 12 - 24			
Total			\$5,054,000

8. GST

All rates and amounts in this Payment Schedule exclude GST.

Schedule 4 - M2 Upgrade Scope of Works:

Principal Items of Infrastructure to be Constructed

The Project Works includes all permanent infrastructure which must be constructed or modified to enable Hills Motorway to satisfy the requirements of the In Principle Agreement (including Attachment B to the In Principle Agreement) prior to execution of the M2 Upgrade Project Deed and the requirements of the M2 Upgrade Project Deed (including the Scope of Works and Technical Criteria) after execution of the M2 Upgrade Project Deed.

The permanent infrastructure includes, but is not limited to, the following:

1. a widened eastbound M2 Motorway mainline carriageway from the end of the Windsor Road entry ramp to the Pennant Hills exit ramp with three 3.5 metre wide lanes, a single 3.5 m wide bus lane and a single 2.5 metre wide breakdown/cycle lane as detailed in Section 20.1.4 in Appendix 20 to Attachment B to the In Principle Agreement;
2. a widened eastbound M2 Motorway mainline carriageway from the end of the Pennant Hills Road entry ramp to Beecroft Road with three 3.5 metre wide lanes, a single 3.5 m wide bus lane (to approximately 1000m west of Beecroft Road Interchange) and a single 2.5 metre wide breakdown/cycle lane as detailed in Section 20.1.4 in Appendix 20 to Attachment B to the In Principle Agreement;
3. a widened eastbound M2 Motorway mainline carriageway from Beecroft Road entry ramp to the Terry's Creek bridge with three 3.5 metre wide lanes and a single 2.5 metre wide breakdown/cycle lane as detailed in Section 20.1.4 in Appendix 20 to Attachment B to the In Principle Agreement;
4. a widened eastbound M2 Motorway mainline carriageway from approximately the Terry's Creek bridge to the start of the Lane Cove Road exit ramp with two 3.5 metre wide lanes, a single 3.5 metre wide T2 lane and a single 2.5 metre wide breakdown/cycle lane as detailed in Section 20.1.4 in Appendix 20 to Attachment B to the In Principle Agreement;
5. a widened westbound M2 Motorway mainline carriageway from the end of the Lane Cove Road entry ramp to the Beecroft Road Interchange with three 3.5 metre wide lanes and a single 2.5 metre wide breakdown/cycle lane as detailed in Section 20.1.4 in Appendix 20 to Attachment B to the In Principle Agreement;
6. a widened westbound M2 Motorway mainline carriageway from the Beecroft Road Interchange to the Pennant Hills Road exit ramp with three 3.5 metre wide lanes, a single 3.5 m wide bus lane (commencing approximately 800m west of Beecroft Road Interchange) and a single 2.5 metre wide breakdown/cycle lane as detailed in Section 20.1.4 in Appendix 20 to Attachment B to the In Principle Agreement;
7. west facing entry ramps from Windsor Road to the M2 Motorway westbound and west facing exit ramps from the M2 Motorway eastbound to Windsor Road, including widening of Windsor Road to provide for adequate ramp turning lanes, at the Windsor Road grade separated interchange as detailed in Figure C1, Attachment C in Appendix 20 to Attachment B to the In Principle Agreement;
8. an east facing exit ramp from the M2 Motorway westbound to Herring Road, the widening of Herring Road, and modified intersection at Herring Road and Talavera Road as detailed in Section 20.1.4 and Figure D1, Attachment D in Appendix 20 to Attachment B to the In Principle Agreement;

9. an east facing entry ramp from Christie Road to the M2 Motorway eastbound, modified intersection (signalised) at the top of the existing exit and entry Christie Road ramps, the widening of Christie Road bridge, the widening of Christie Road, modified intersection at Christie Road and Talavera Road, and the widening of Talavera Road between Christie Road and Herring Road as detailed in Section 20.1.4 and Figure D2, Attachment D in Appendix 20 to Attachment B to the In Principle Agreement;
10. widened Norfolk Road Twin Tunnels with three 3.5 metre wide lanes and a single 2.5 metre wide breakdown/cycleway eastbound and westbound as detailed in Section 20.1.7 and Figure F1, Attachment F in Appendix 20 to Attachment B to the In Principle Agreement, including relocated existing services, systems, switch rooms and hydrant cupboards and drainage. Variable speed limit, lane usage and tunnel message signage, emergency and directional exit signage within the Widened Norfolk Road Twin Tunnels. Also included ventilation, fire detection, fire deluge, environmental instrumentation, CCTV, radio rebroadcast, lighting and electrical distribution systems for the Widened Norfolk Road Twin Tunnels;
11. emergency stopping bays on the widened eastbound and westbound M2 Motorway mainline carriageways as detailed in Section 20.8 in Appendix 20 to Attachment B to the In Principle Agreement;
12. adjustments to Local Roads and local road network;
13. all necessary property adjustments;
14. all required noise attenuation; and
15. additional infrastructure identified in the Environmental Documents.

Schedule 5 - Independent Verifier's Personnel

Part A – IPA Phase Services personnel

Role	Nominated Personnel
Independent Verifier's Project Director	
Independent Verifier's Representative	
Design Verification Manager	
Road Alignment Review	
Flooding Review	
Drainage Review	
Structures Review	
Noise Wall Review	
Geotechnical Review	
RF, Line Marking & Signage Review	
Tunnelling Review	

Pavement	
Mechanical/Electrical	
Hydraulics	
Street Lighting Review	
UD & LS Review	
Traffic Signals	
ITS	
Traffic Management	
Document Controller	

Part B Project Deed Phase Services

Role	Nominated Personnel
Independent Verifier's Project Director	
Independent Verifier's Representative	

Senior Site Engineer	
Surveillance Engineer (SE) – Roads/Drainage/Pavement	
SE – Structures/Utilities	
SE – Structures	
SE – Quality Assurance	
SE – Safety	
SE – ITS	
SE – Mechanical/Electrical	
SE – Tunnelling	
SE – Lighting	
SE – Geotech	
SE – Environmental	
SE – Traffic	
Design Verification Manager	

Document Controller	
Road Alignment Review	
Drainage Review	
Structures Review	
Noise Wall Review	
Geotechnical Review	
RF, Line Marking & Signage Review	
Tunnelling Review	
Pavement	
Street Lighting Review	
UD & LS Review	
Traffic Signals	
Mechanical/Electrical Review	
Hydraulics	

ITS	
Traffic Management	

Part C – Levels of Expertise

The minimum level of expertise of the Independent Verifier’s personnel for each role and task is given below.

Position	Minimum Numbers of year experience	Additional Skills and Qualifications	Minimum Commitment level
Project Director	20 years experience in the design and construction and project management of major projects.	<ul style="list-style-type: none"> • Experience in contractual matters. • Ability to make contractual determinations. • Senior representative with Independent organisation or associated organisation. 	<ul style="list-style-type: none"> • As required.
Independent Verifier’s Representative	20 years experience in the design and construction of	<ul style="list-style-type: none"> • Experience in PPP infrastructure projects. • Experience in the design and construction of major highway projects. 	<ul style="list-style-type: none"> • On site continuously

	major infrastructure projects.	<ul style="list-style-type: none"> • Ability to act independently of all competing parties. • Experienced in managing multidisciplinary design and construction teams. • Experienced in managing contractual relationships and determination of disputes. • Experience in liaising with senior executives from private and public sectors. 	
Design Verifiers	10 years design experience in respective design disciplines.	<ul style="list-style-type: none"> • Experienced in all technical and design aspects involved in the design of major highway projects. Design to include urban design, geotechnical, ventilation, environment and lighting. 	<ul style="list-style-type: none"> • As required.
Quality Verifiers / QA Auditors	10 years quality assurance experience.	<ul style="list-style-type: none"> • Demonstrated knowledge of AS/NZS ISO 9001. • Certified quality auditor with Quality Society of Australasia. • Adequate experience in conducting quality system and compliance audits. 	<ul style="list-style-type: none"> • As required
Environmental Representative	10 years experience in	<ul style="list-style-type: none"> • Well experienced in monitoring environmental controls of a highway 	<ul style="list-style-type: none"> • As required.

on site	environment management.	projects.	
Site Engineers	5 years experience in highway projects.	<ul style="list-style-type: none"> • Experience in technical and construction aspects. 	<ul style="list-style-type: none"> • On site continuously.
Surveillance Officers - highway construction (Road, Bridge and Tunnel).	10 years experience in highway projects.	<ul style="list-style-type: none"> • Well demonstrated experience in highway construction works. 	<ul style="list-style-type: none"> • On site continuously.
Surveillance Officers - Traffic	10 years Traffic management experience in highway construction sites	<ul style="list-style-type: none"> • Experienced traffic control and management of highway projects. 	<ul style="list-style-type: none"> • As required.

Schedule 6 - Minimum surveillance by Independent Verifier for the Project Deed Phase Services

Surveillance Activity	Minimum Frequency
<p>Environmental Surveillance Monitor for the implementation of controls, for day and night work, for:</p> <ul style="list-style-type: none"> • noise and vibration; • dust; • mud on roadways; • water pollution; • stormwater; • property accesses; • temporary pedestrian pathways; • working within the approved hours; • spoil stockpiling and disposal; • acid sulphate soil; • soil erosion; • contaminated lands; • waste management and recycling; and • threatened species. 	<p style="text-align: center;">Twice/week</p>
<p>Traffic Surveillance Monitor traffic management and traffic controls to assess compliance with the conditions of Road Occupancy Licences and the M2 work permits including:</p> <ul style="list-style-type: none"> • as-built layouts for compliance with approved traffic control plans, including sign maintenance and delineation; • provisions for cyclists, pedestrians, disabled persons and buses; • timing and duration of road occupancies; • qualifications of traffic control personnel; • haulage routes off the Project Site; and • night inspections of roadworks. 	<p style="text-align: center;">Daily</p> <p style="text-align: center;">Weekly</p> <p style="text-align: center;">Monthly and after each traffic switch</p>

Surveillance Activity	Minimum Frequency
<p>Occupational Health, Safety and Rehabilitation Surveillance</p> <p>Inspect and monitor the Company's Work on the Project Site for compliance with the occupational health, safety and rehabilitation provisions of the M2 Upgrade Project Deed.</p> <p>Monitor:</p> <ul style="list-style-type: none"> • Hills Motorway's safety inspections; • interfaces between different work groups on the Project Site; • the preparation and induction of job safety analyses; • Project Site vehicle and plant movements; and • the security of the public from the Company's Work. 	<p>Weekly</p> <p>} Twice/Week</p>
<p>Construction Surveillance</p> <p>Monitor Hills Motorway's obligation to inform the local community of planned investigations and construction operations and changes that affect properties, residences and businesses.</p> <p>Monitor on-site design changes, including changes to subsoil drains.</p> <p>Check that the Project Works and Temporary Works are being constructed using Design Documentation in compliance with of the M2 Upgrade Project Deed.</p> <p>Check that durability requirements of the Project Works are being addressed and satisfied.</p> <p>Witness construction trials and commissioning tests, including:</p> <ul style="list-style-type: none"> • all operations management and control systems and infrastructure; • use of materials, plant and equipment that differs from accepted industry practices; • concrete and AC pavements <p>Record general and detailed work in progress using photographs.</p> <p>Inspect work in progress for compliance with the requirements of the M2 Upgrade Project Deed.</p> <p>Inspect Project Site circumstances where significant non-conformances are or are likely to be reported.</p> <p>Check compliance with method statements</p>	<p>Monthly</p> <p>All changes</p> <p>50% of design lots</p> <p>20% of design lots</p> <p>} Each trial and test</p> <p>20 photographs/month</p> <p>Twice/week</p> <p>Each occurrence</p> <p>Each method statement</p>

Surveillance Activity	Minimum Frequency
<p>Check implementation of inspection and test plans, including:</p> <ul style="list-style-type: none"> • testing frequencies; • test methods; • test result verifications; and • release of hold points. <p>Monitor the implementation of Non Conformance Report (NCR) dispositions.</p>	<p>} Weekly</p> <p>All dispositions</p>
<p>Monitor foundation and subgrade preparation and treatments, including:</p> <ul style="list-style-type: none"> • structure foundations; • pavement subgrades; • cast-in-place pile foundations; and • inaccessible drainage foundations. 	<p>Initial preparation and treatment and twice/week thereafter</p>
<p>Monitor compaction of earthworks and reinforced soil.</p> <p>Monitor:</p> <ul style="list-style-type: none"> • water testing and grouting. <p>Monitor:</p> <ul style="list-style-type: none"> • preparation and testing of grout test specimens. <p>Monitor preparation of shotcrete test specimens</p> <p>Concrete supply, including:</p> <ul style="list-style-type: none"> • audits of each batch plant; • reviews of grout, mortar, concrete and shotcrete mix designs (including offsite work); and • monitoring of supplied mixes compared with mix designs. 	<p>Weekly</p> <p>} Initial testing, grouting and stressing and twice/week thereafter</p> <p>Initial test specimens and testing, then weekly for four weeks and fortnightly thereafter</p> <p>Monthly</p> <p>Twice</p> <p>Each mix</p> <p>Once/mix</p>
<p>Monitor concreting (road and bridge), including:</p> <ul style="list-style-type: none"> • preparation; • production conformance records • formwork (including certification); • bracing; • reinforcement (including heating and welding); • placing; • finishing; • curing; and • stripping formwork. 	<p>} Initial activity and twice/ week thereafter</p>

Surveillance Activity	Minimum Frequency
<p>Monitor concrete pavement subbases and bases, including:</p> <ul style="list-style-type: none"> • thickness, levels, relative density, curing, cracking and surface profile for rideability; • pavement strengths prior to trafficking by vehicular traffic; and • conditions for trafficking of pavements by heavy (off road) vehicles. 	<p>Twice/week</p> <p>Twice/week</p> <p>Initial conditions</p>
<p>Asphaltic concrete supply, including:</p> <ul style="list-style-type: none"> • audits of each batch plant; • reviews of AC mix designs; and • monitoring of supplied mixes compared with mix designs. <p>Monitor the laying of asphaltic concrete.</p> <p>Fabrication, including:</p> <ul style="list-style-type: none"> • reviews of procedures including welding; and • monitoring of the fabrication and welding processes for major members (off-site). <p>Monitor protective treatment systems (off-site).</p> <p>Monitor the interfaces of civil and electrical works, including:</p> <ul style="list-style-type: none"> • backfilling of cabling conduit trenches. <p>Monitor Tunnel M&E installation</p> <p>Monitor OMCS roadside equipment installation</p>	<p>Twice</p> <p>Each mix</p> <p>Once/mix</p> <p>Twice/week</p> <p>Each procedure</p> <p>Twice/week</p> <p>Twice/week</p> <p>Initial backfilling and weekly thereafter</p> <p>Weekly during services location works</p> <p>Monthly during required works</p>

Schedule 7 - Verification and Monitoring Plan Minimum Requirements

The Verification and Monitoring Plan must, as a minimum, address and detail:

- (a) the management team structures, positions, nominated personnel and subcompanies to be engaged on and off the Construction Site and the roles and tasks of the nominated personnel and subcompanies;
- (b) the minimum skill, expertise and experience levels of each position and details of personnel resource levels;
- (c) the Independent Verifier's internal and external lines of authority, communication and reporting, including those with RTA's Representative and Hills Motorway;
- (d) the identification of delegated authorities of the Independent Verifier's personnel, including identification of personnel with delegated authority to execute certificates on behalf of the Independent Verifier;
- (e) all compliance records to be maintained, in the form of a schedule;
- (f) the proposed timing of progressive verification for the performance of discrete elements of the Services, including the timing for conducting audits of Project Plans and other plans prepared by Hills Motorway under the M2 Upgrade Project Deed and any other Project Documents and other aspects of the Company's Work and the work carried out by Hills Motorway under the M2 Upgrade Project Deed and any other Project Documents;
- (g) Hold point and witness point requirements, including the identification of all witness points and hold points required by the Independent Verifier, in the form of a schedule which identifies all hold points to be released by the Independent Verifier;
- (h) the Independent Verifier's comprehensive plans for:
 - A. continual observation, monitoring, auditing, reviewing, assessment and testing of Hills Motorway's compliance with design and construction obligations, including methodology for certification of Design Documentation;
 - B. without limiting paragraph (h)A, continual observation, monitoring, auditing, reviewing, assessment and testing of the quality and durability of the Project Works and the Temporary Works to determine, verify and ensure Hills Motorway's compliance with the requirements of the M2 Upgrade Project Deed;
 - C. audit and surveillance, including identification of resources, methodology, scope, levels of surveillance, inspection, testing and survey; and
 - D. off-site surveillance of critical activities, including precasting yards, concrete production plants and steel fabrication;
- (i) the Independent Verifier's strategies, processes, methodologies and procedures for:
 - A. reviewing and assessing the Project Plans and any other plans prepared by Hills Motorway under the M2 Upgrade Project Deed and any other Project Documentation;

- B. addressing environmental monitoring and protection;
 - C. audit, surveillance and monitoring of Hills Motorway's design and construction activities, including the processes used for determining the levels and scope of surveillance of Hills Motorway's design and construction activities, including in relation to occupational health and safety;
 - D. identifying and managing the Independant Verifier's work to be subcontracted, including quality, reporting and communication aspects of the work;
 - E. ensuring that Hills Motorway has addressed all issues of review, comment and consultation with RTA in relation to Design Documentation and construction; and
 - F. risk management of the work covered by items B, C and D above; and
- (j) the Independant Verifier's strategies, systems, procedures, processes, methodologies and reporting protocols to be applied to achieve and satisfy the following requirements:
- A. verification of the quality and quantum of the Company's Work;
 - B. verification of Hills Motorway's processes for ongoing checking of testing, calibration and parallel testing to check compliance and test error;
 - C. verification of Hills Motorway's interface issues between processes and elements and Project Plans and any other plans prepared by Hills Motorway under the M2 Upgrade Project Deed and any other Project Documentation;
 - D. verification of Hills Motorway's processes for the control of Subcontractors;
 - E. verification of Hills Motorway's processes for environmental monitoring and protection;
 - F. verification of Hills Motorway's processes to address safety in design issues;
 - G. verification of Hills Motorway's processes to ensure that durability is incorporated into all aspects of the design and construction of the Project Works and the works to be constructed under the M2 Upgrade Project Deed and any other Project Documentation;
 - H. verification of Hills Motorway's processes to address constructability issues; and
 - I. verification of the rectification by Hills Motorway of non-conformities.

Executed as a deed.

Signed Sealed and Delivered by

as an authorised delegate of **Roads and Traffic
Authority of New South Wales**

(ABN 64 480 155 255) in the presence of:

Signature

Signature of Witness

Name of Witness in full

**Executed by Hills Motorway Limited (ABN
28 062 329 828)** by or in the presence of:

Signature of Director

Signature of Secretary/other Director

Name of Director in full

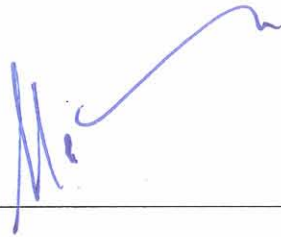
Name of Secretary/other Director in full

Executed by Hills Motorway Management Limited (ABN 89 064 687 645) in its capacity as trustee for the Hills Motorway Trust by or in the presence of:

Signature of Director

Name of Director in full

Executed by Sinclair Knight Merz Pty Limited (ABN 37 001 024 095) by or in the presence of:



Signature of Director

GUNNINDER SINGH KATARI

Name of Director in full

Signature of Secretary/other Director

Name of Secretary/other Director in full

Executed by)
Sinclair Knight Merz Pty Limited)
ACN 001 024 095 in accordance)
with Section 127 of)
the Corporations Act 2001)



Signature of Secretary/~~other Director~~

KERRIE ANNE FORRESTER

Name of Secretary/~~other Director~~ in full